

## **Community Use of School Facilities**

The Cherry Creek School District encourages the use of its school facilities by members of the school community when these facilities are not in use for school activities. In accordance with Policy KF, the following regulations are established for community use of school district facilities. The District Athletic Director shall be responsible for the administration of Policy KF, Community Use of School Facilities, and this accompanying Regulation KF-R. The role of the District Athletic Director under policy and regulation shall be that of assisting potential users in finding suitable space and providing technical assistance to appropriate building staff upon request.

### **I. Rental Categories/General Information**

#### **1. Rental Categories**

##### **Category A: NO RENTAL FEE IS ASSESSED**

###### **Concept:**

School curricular programs and school-sponsored programs should be permitted use of District facilities without payment of a rental fee. Additional charges for custodial and other personnel may be assessed to the school or program if such personnel's normal work schedule is altered to assist the activity.

###### **Applies to:**

- Regular curricular programs of the District.
- School-affiliated groups such as PTCO organizations, school-related parent and community groups, or employee groups of an educational, recreational, social or professional nature as approved by the District Athletic Director.
- Governmental entities using facilities as a polling place.
- Precinct caucuses.
- District-requested and Staff Development Office-approved in-service or staff development offerings free to district personnel.
- Such use by District employee groups as may be provided for within specific personnel policies.

##### **Category B: NOMINAL FEE IS ASSESSED:**

###### **Concept:**

Activities sponsored by the CCSD community or school and community, and public functions of governmental agencies, and not of a recreational nature, should be permitted use of District facilities, and should pay a nominal fee for such use. The nominal fee is intended to recover direct District costs including, but not limited to, costs associated with scheduling and setup for such usage. As

such activities are outside of the regular curricular program, there may be time and day restrictions for such use. Additional charges for custodial and other personnel will be assessed if such personnel's normal work schedule is altered to assist the activity.

Applies to:

- CCSD community and not-for-profit groups that DO NOT charge a fee to participants, and whose main purpose is to hold an informative meeting that is open to the public.
- Community-sponsored youth groups and senior citizen activities where instructors or supervisors receive no payment for their involvement in the activity, and where fees, if any, provide only for direct non-personnel costs, such as nominal fees for materials.
- Public hearing and like activities sponsored by governmental agencies for informational purposes.
- Examples include Homeowner Association meetings, Scout meetings, League of Women Voters meetings, Neighborhood Watch meetings, and political caucuses.

Category C: COMMUNITY RATE I – NOT-FOR-PROFIT (YOUTH)

Concept:

Activities for District youth through grade twelve (12) should be permitted access to the facilities of the District. Additional charges for custodial and other personnel will be assessed when such personnel's normal work schedule is altered to assist the activity. Use Category D if any adults are direct participants in the scheduled activity.

Applies to:

- Youth activities where instructors or supervisors receive payment for their involvement in the activity, and/or where fees are assessed or donations requested of participants and/or spectators. Examples include educational and/or recreational offerings for youth and the Special Olympics.

Category D: COMMUNITY RATE II – NOT-FOR-PROFIT (ADULTS)

Concept:

CCSD not-for-profit or CCSD community groups sponsoring activities for adults should be permitted to rent the facilities of the District. This includes park and recreation districts sponsoring adult activities that overlap the school district boundaries. Additional charges for custodial and other personnel will be assessed when such personnel's normal work schedule is altered to assist the activity.

Applies to:

- Park and recreation district sponsored activities for adults.
- Colleges or Universities offering classes and charging tuition, including inservices not requested by the District.
- Church services and other activities sponsored by religious organizations.
- Other community-sponsored groups where instructors or supervisors receive payment for their involvement in the activity, and/or where fees are assessed or donations requested of participants and/or spectators.
- CCSD community adult recreational groups.
- Area BOCES organizations sponsoring activities for adults.
- Examples include adult activities of Aurora Parks and Recreation, Greenwood Village Parks and Recreation, South Suburban Parks and Recreation, Aurora Community College, University of Northern Colorado, and churches.

Category E: COMMERCIAL RATE

Concept:

Commercial users (an event and/or activity subject to normal income taxation as per IRS guidelines), private users, political groups, or non-community, non-school groups or individuals may rent the facilities of the District when such use is not incompatible with school activities or policies. These rental fees, which always include additional custodial and personnel costs, are greater than all other categories and generally competitive with the private sector.

Applies to:

- For profit organizations or individuals.
- Political organizations and events, such as public hearings sponsored by political agencies for informational purposes, political debates, and political party conventions.
- Any individual, organization, group, or other potential Lessee not specifically addressed in any other category, will be treated as a Category E activity.
- Examples include Weight Watchers, Jazzercise, Coding for Kids, and craft shows.

2. Not-for-Profit Status:

Not-for-profit status must be verified by presentation of Colorado Secretary of State certification, or IRS-501 C (3) designation. This verification is necessary and must be provided to the District in order to obtain Category C or Category D rental rates.

3. Governmental Entities:

The state and any local governments (including quasi-governmental agencies) that overlap the school district boundaries, including, but not limited to, city recreation departments, park districts, and public library districts may enter into a written

intergovernmental agreement with the District to use school buildings, equipment, facilities and grounds. All intergovernmental agreements shall be coordinated through the Office of Legal Resources. Specific facility usage, fee assessments, and charges as addressed within an intergovernmental agreement will be exempt from this Community Use of School Facilities Regulation.

4. Nondiscrimination:

All users are subject to laws and regulations applicable to school districts which prohibit discrimination based upon age, sex, sexual orientation, national origin, race, color, ancestry, religion, marital status, creed, gender, or disability or need for special education services.

5. Denial of Requests:

The District reserves the right to deny building use for any reason. Approval will be denied if, in the judgment of the District Athletic Director, the proposed activities would:

1. Jeopardize the equipment and/or facilities of the building or property;
2. Conflict with school activities;
3. Be incompatible with the school neighborhood; or,
4. Violate any Board policy or local, state or federal law, including any state issued stay at home orders.

In the event of an emergency shortage, conservation program, major maintenance and/or renovation, inclement weather, staff shortages, public health crisis, pandemic, epidemic or other events beyond the District's reasonable control, some or all buildings, grounds, and facilities may not be available. In such cases, a specific Rental Agreement may be cancelled at the sole discretion of the District.

Misuse or abuse of District facilities, as well as nonpayment of previous use, will result in the immediate cancellation of a current facility use Rental Agreement and/or denial of future building or facilities use Rental Agreements.

Applicant(s) may file a written appeal to the Associate Superintendent, Educational Operations, or his/her designee if an application for use of school facilities is denied. The decision of the Associate Superintendent, Educational Operations, or his/her designee shall be the final determination.

II. School Buildings/Grounds/Facilities Rental Agreements

"Lessee" shall mean any individual, organization, group or entity, including the authorized representative thereof executing the Rental Agreement or who gets the benefit of use of District facilities as described in the Rental Agreement. "District facilities" shall

mean all property owned by Cherry Creek School District Number Five or property over which it has control.

1. Rental Agreement for Use of District Facilities

- a. All Rental Agreements for use of facilities will be submitted electronically through the scheduling website for scheduling and approval. Rental Agreements must be signed electronically by an authorized officer or designee of the Lessee requesting use. A separate Rental Agreement is required for each facility used. Approval will depend upon satisfactory assurance that the use of the school facility will be under the direct supervision of an adult who, in the judgment of the District Athletic Director or his/her designee, is responsible and competent to supervise the proposed program or activity. The supervision provided by each renting group must be adequate to ensure that the members of the group remain in the assigned portion of the facility/property.
- b. Approved Rental Agreement forms will be forwarded to the Office of Facility Rentals. The Office of Facility Rentals will contact the Lessee or school if clarification is required, compute applicable fees, and process the Rental Agreement. A copy of the Rental Agreement will be sent to applicant via email, and the applicant's Rental Agreement and information will be maintained on file with the Office of Facility Rentals. The transfer or sublease of any Rental Agreement for use of District facilities is strictly prohibited.
- c. Rental Agreements for District facility usage shall constitute willingness to comply with all rules and regulations regarding the use of District facilities as set by the Board of Education. The Lessee must exercise the utmost care in the use of school premises and agree to protect, indemnify, and hold harmless the Cherry Creek School District and its officers and employees from any and all claims, liabilities, damages, or rights of action directly or indirectly growing out of the use of the premises covered by the Rental Agreement. The approved party will be responsible for all damages and losses to the school facility and/or the contents thereof. In the event of damage to District property or facilities, Lessee shall accept the estimate of the amount of damage, as estimated by the District's Facilities Operations Department, and shall pay all such repair costs. The Board will not be held responsible for any damage or loss which may occur to non-school property brought on the premises. Such property must be removed from the facility immediately after the use or before such time that the materials will interfere with school activities.
- d. There must be adequate adult supervision for all usage, and the Lessee shall provide a certificate of insurance evidencing required minimum liability coverage and naming the Cherry Creek School District No. 5 as an additional insured, if requested. School district property insurance and comprehensive general liability insurance do not extend to community or other groups using school facilities. The Lessee may also be required to provide proof of adequate adult supervision to satisfy fire, safety, and security regulations.

- e. Fees will be determined by the Office of Facility Rentals in accordance with the current fee schedule. All checks or money orders should be drawn in favor of the “Cherry Creek School District.” The District also accepts credit cards. With the exception of Auditorium/Theatre rentals which require a fifty (50) percent deposit prior to use, rental agreement fees are due within fifteen (15) days upon receipt of invoice unless otherwise determined by the District. A minimum of a 10% late fee per week will be assessed if required to collect past due amounts. The District reserves the right to take any and all applicable legal actions to collect past due amounts for the rental of its facilities.

2. General Regulations Concerning Use of District Facilities

Preschool through grade twelve (12) school-related instructional programs and activities have first priority in facility use. Second priority will be to other District-sponsored activities. Other community group requests for building use will be approved on a space available basis, with Category A having the highest priority of use and Category E the lowest. No Rental Agreement for continuing use will be approved for a period in excess of the school district’s current fiscal year. Nothing in this Regulation may be interpreted to mean the District is obligated to rent or otherwise issue a Rental Agreement regardless of the availability of the facility. The following requirements apply to all facility rentals:

- a. When any school building or facility is under a Rental Agreement and the Lessee expects attendance of at least one hundred (100) people, a school or District building engineer, school or District administrator, or security specialist must be present and the costs assessed to the Lessee. It remains within the District’s discretion to require one of the following for events with expected attendance of fewer than one hundred (100) people: a school or District building engineer, a school or District administrator, or a security specialist for other events as it sees fit. The associated costs will be assessed to the Lessee. Lessee shall not negotiate with nor compensate any such District personnel directly. Any and all fees and charges are to be paid directly to the Cherry Creek School District Facility Rental Office.
- b. Lessees must confine themselves to the rooms and corridors assigned for their use and to the approved times. Areas must be vacated completely at the designated time or additional fees will be assessed as determined by the District Athletic Director or his/her designee.
- c. The use of kitchen facilities must be coordinated with the Food Services Department and at least one person from the Food Services Department must be present when the kitchen is used. In addition, the Lessee agrees to obey Food Services Department Policies and Regulations and all applicable Tri-County Health Department requirements. Personnel and rental costs for the rental of kitchen facilities shall be paid directly to the Food Services Department.
- d. Organizations other than school affiliated groups using District buildings may not establish any type of concession or contract out for concessions, including food

trucks, for the purpose of dispensing foods, candies, popcorn, soft drinks, or other snacks in school buildings or on school grounds. School affiliated groups must have prior written approval from the principal/building representative to operate or contract out a concession.

- e. Lessee shall comply with all applicable District, municipal, county, state, and Federal fire and safety regulations at all times, and shall be responsible for the conduct and control of all participants and/or spectators involved in the Rental Agreement activity. Fire and safety laws/regulations governing the use of school facilities include: (1) auditorium exit lights must be used; (2) open flame (including candles) is prohibited; (3) room capacity is not exceeded; (4) temporary electrical or mechanical modifications are prohibited; (5) stairways, corridors and entrances/exits must be kept free from obstruction at all times; (6) no equipment, scenery or decorations of any type may be used within the building or on the premises except as specifically authorized in the permit. Such authorized equipment, scenery or decorations, must conform to all local and state regulations and must not be attached to the walls, floors or ceilings (except to anchors presently provided).
- f. Hardwood floors are restricted to soft-sole footwear such as tennis shoes.
- g. Activities that may present a health hazard to students, such as dog obedience classes or pet shows, will not be allowed.
- h. Requests for use must be made at least two (2) weeks in advance of date of use. Rental Agreements will not be issued more than four (4) months in advance of date of use except in the case of recreational programs and educational institutions where scheduled publication requires a longer lead time or in the case of Rental Agreements for continuing use exceeding four months. Organizations such as Boy Scouts and Girl Scouts, which are formed on a school-year basis, need only apply once per the school year for regular scheduled meetings. Each pack or group must complete a separate Rental Agreement. Special or additional meetings or activities will require an additional Rental Agreement.
- i. Occasionally it may be necessary to move an activity to an alternate facility (room or school) at the discretion of the District. In the event of a closure by the District, a Lessee will have the option to rescind the Rental Agreement. A Lessee scheduled to rent an Auditorium/Theatre may also receive a refund, upon written request, of amounts paid for time not used due to the District's closure. Lessee releases the District and its officers, agents, employees, and representatives from any loss or damage occasioned by a closure of the facility or cancellation of an event and/or activity.
- j. The use and possession of alcoholic beverages, illegal drugs, or controlled substances as defined in Board Policy KFA by any person or group on District property is strictly prohibited.

- k. Smoking, chewing, the use of electronic devices that can be used to deliver nicotine, or any other use or possession of tobacco or marijuana products in violation of District policy is strictly prohibited in all District buildings and on any District grounds.
- l. Possession or use of any type of firearms or weapons is strictly prohibited (Public Safety Officers excluded).
- m. Any form of illegal gambling is strictly prohibited in District facilities or on school grounds.
- n. Overnight use of any facility is prohibited.
- o. Sports camps must be approved by the District Athletic Director or his/her designee and conform to Colorado High School Activities Association regulations, and are subject to the current fee schedule depending on the District's determination of their applicable rate status.
- p. No storage facilities will be provided, nor responsibility accepted by the District, for any equipment or materials brought in by Lessee, unless specifically addressed in a governmental joint use agreement.
- q. Lessees may not semi-permanently or permanently affix or mount Lessees' equipment to District facilities, buildings, or grounds without the approval of the Deputy Chief of Operations.
- r. Furniture will not be moved from building to building by Lessee.
- s. Use of school property must be in good taste and shall not be used in any manner which would create a nuisance or hazard to other persons on or near the school grounds or facilities.
- t. Classrooms are maintained and equipped for the District's instructional program and any usage under this Regulation must maintain the appropriate cleanliness and order required of such a learning environment. All equipment for the Lessee's activity, unless otherwise specified in the Rental Agreement, must be supplied by the Lessee at the Lessee's cost. Classrooms must be left in their original arrangement and state of order in preparation for the next instructional day.
- u. School buildings and facilities may not be used for private family use, i.e. wedding receptions, birthday parties, funerals, recreation, picnics, cookouts, etc.
- v. The District reserves the right to schedule other activities or events in other parts of the building or facility not covered by a Rental Agreement.
- w. Lessee is responsible for reporting any incident occurring during approved rental time that results in the attendance of an emergency vehicle (ambulance, police



patrol car, fire engine, etc.). This report may be made to a representative of the District onsite at time of event (building engineer or security) or to the District (Facility Rental Specialist) immediately after said incident.

- x. No painting of fields without District prior approval shall be permitted.

3. Grounds and Parking Lots

- a. Placement of buildings, structures, or equipment on school property by Lessee will not be allowed without prior written approval of the Deputy Chief of Operations or his or her designee.
- b. The School District insurance policies prohibit the use of model airplanes, model cars, and model rockets, which use a flammable substance, as well as any type of aircraft or hot air balloons on school property.
- c. Vehicles and horses shall be restricted to established roadways and parking lots.
- d. Playgrounds, playground equipment, and tennis courts are available to the community when not in use by the District. The nonexclusive use of these facilities does not require District approval, but such use is at the risk of the user. A scheduled activity will have priority over unscheduled use.
- e. A scheduled activity that restricts the use of playgrounds, playground equipment, or tennis courts requires an approved Rental Agreement. Fees may be assessed for such use.
- f. The use of tracks, tennis courts, playgrounds, playground equipment, hardball fields, and softball fields is restricted to the purposes for which they are designed.
- g. Approved Rental Agreements are required for use of District owned or managed athletic fields by all groups, and are subject to assessment of use fees in accordance with the current fee schedule. Rental of District-managed athletic fields may include the costs of hiring a District-appointed field manager to provide supervision.
- h. The Lessee will make every reasonable effort to inform individual participants and spectators of their responsibility to follow all campus parking regulations and other traffic control signs.
- i. Any vehicle parked illegally, especially in fire lanes, may be ticketed and/or towed at the vehicle owner's expense.

4. Equipment

- a. When an individual or group submits a request for use of District facilities, and District equipment is requested, this request must be included on the Rental

Agreement, and is subject to availability. Lessee agrees to pay additional charges for such use as determined by the District.

- b. Any use of District equipment will be at the discretion of the principal or building/site administrator.
5. Use of More Than One Room
- a. If an activity is to use more than one room in a facility, the fee for the rental of each additional room will be established by the Office of Facility Rentals according to the nature of use and size of the event, in accordance with the current fee schedule.
6. Additional Fees And Information
- a. A \$35.00 nonrefundable processing and handling charge will be assessed for each approved Rental Agreement for all Categories, except Category A, PTCO fundraisers, and Governmental Entities.
  - b. Due to the requirement to arrange for District support personnel for community use of District facilities, weekend and holiday usage requires a three-hour minimum per reservation.
  - c. During periods of extraordinary health or safety concerns as determined by the District, a minimum of thirty (30) minutes of custodial and/or other personnel charges will be added to the start time and seventy-five (75) minutes will be added to the finish time of the activity for setup and cleanup for all elementary and middle school rentals. Additionally, a minimum of thirty (30) minutes of custodial and/or other personnel charges will be added to the start time and ninety (90) minutes will be added to the finish time of the activity for setup and cleanup for all high school rentals during periods of extraordinary health or safety concerns as determined by the District. At all other times, a minimum of thirty (30) minutes of custodial and/or other personnel charges will be added to the start and finish times of the activity for setup and clean up for all rentals.
  - d. Food Service kitchen use requires fees to be assessed for the Food Services Department. Lessee agrees to pay such additional charges as determined by the District. Payment of any such additional fees shall be made directly to the Food Services Department.
  - e. Auditorium/Theater use requires the presence of a Theater Manager or designee, and charges will be assessed at the current fee schedule rate for such personnel. Use of technicians required by the Theater Manager or designee for the activity will also be assessed at the current fee schedule rate for such personnel.
  - f. Pool use requires the Lessee to provide a Pool Manager or certified lifeguard at their own expense. Lessee may contract with the District to provide a Pool Manager or certified lifeguard, and charges will be assessed at the current fee schedule rate for such personnel.

- g. Stutler Bowl and Legacy Stadium use requires the presence of the Stadium Manager or designee, and charges will be assessed at the current fee schedule rate for such personnel. Broadcasting (television or radio) will be assessed fees based on the nature of the event, with a \$100 minimum charge per day of operation. The use of stadium lighting will be charged based on the nature of the event as determined by the District, with a \$100 minimum charge per day of operation.
- h. District security personnel are required to provide supervision for parking and other internal building security when an activity is estimated to exceed one hundred (100) participants or as otherwise determined by the District, and charges will be assessed at the current fee schedule rate for such personnel.
- i. Weightlifting room use requires the presence of a District or District-approved supervisor, and charges will be assessed at the current fee schedule rate for such personnel.

7. Auditoriums/Theaters

- a. Attendance must not exceed the capacity of fixed seating in any District auditorium. The decision of the Principal or designee on all safety issues shall be final.
- b. Lessee shall be required to pay at least 50% of the total estimated Rental Agreement fee as a deposit upon signing the Rental Agreement. The balance of the Rental Agreement fee must be paid in total within fifteen (15) days of date of last usage. A minimum of a 10% late fee per week will be assessed if required to collect past due amounts. The District reserves the right to take any and all applicable legal actions to collect past due amounts for the rental of its facilities.
- c. Lessee must schedule a coordinating meeting at least ten (10) days prior to the scheduled event with the Theater Manager, in person or by phone, and provide a full and detailed outline of all facilities required, all stage requirements, and such other information required by the Theater Manager concerning such Rental Agreement. The Theater Manager's actual time involved in such meeting(s) will be assessed to the Lessee at the current fee schedule rate for such personnel. All Theater usage is subject to the approval of the Theater Manager or designee, as well as the normal Rental Agreement approval of the Principal/Building representative.
- d. School equipment included in the Rental Agreement must be operated by school technicians or District personnel. Lessee agrees to pay additional charges for such personnel costs as determined by the District.
- e. Rehearsal dates and times or move-in or move-out dates and times must be arranged with the Theater Manager at least forty-eight (48) hours prior to such dates, and will be subject to availability of the premises with the Lessee paying all Rental Agreement fees and costs incident thereto. The Theater Manager will

notify the Office of Facility Use and Rentals if such dates and times are not reflected on the original Rental Agreement.

- f. Unless the entire Theater complex is leased, the District may schedule other productions or events in other parts of the complex not covered by the Rental Agreement.
- g. The District shall have the sole right to collect and have custody of all articles left on the premises. Any property left on the premises by the Lessee shall, after a period of seven (7) days from the last day of usage hereunder, be deemed abandoned and shall become the property of the District.
- h. No paints, tapes, or glues may be used, nor carpentry, electrical, or other construction work done on the premises without prior clearance with the Theater Manager.
- i. No signs, banners, flags, streamers, etc. are to be attached to or hung from any drape or rigging within the Theater complex. Any special effects must have the prior approval of the Theater Manager. Chemical foggers are prohibited.
- j. All scenery must be free-standing. No nails, screws, or stage hooks may be used in the hardwood stage area. All materials used on or around the stage area must be non-combustible or have been treated so as to have been made fire-retardant.
- k. No oil base paint, flammable liquids, fire-producing chemicals, and/or open flame of any form (including candles) may be used on the stage or elsewhere in the Theater complex.
- l. Food and/or beverages may not be consumed in the main theater or stage area.
- m. Lessee shall not sell or cause to be sold programs, pamphlets, novelties, or similar items, or items of food or drink, at or in the Theater complex, except with the permission of the Theater Manager.
- n. All portions of the sidewalks, parking lots, entrance passages, vestibules, halls, all means of access for the public to the premises, and house lighting attachments shall be kept unobstructed by the Lessee and shall be used and/or kept available for their intended purposes only.
- o. The Theater Manager and his/her authorized representatives shall, at any time during setups, rehearsals, performances, or takedowns, have immediate access to any area of the Theater complex leased by the Lessee.
- p. Lessee agrees to advertise and enforce the District Policy with regard to the prohibited use of tobacco and tobacco products on District property (Board Policy ADC) and the prohibition regarding the consuming of food and/or beverages in the main theater or stage area.

8. Gymnasiums

- a. All participants must wear proper gym shoes. Any shoes worn for use other than on gym floors are unacceptable.
- b. Lessee shall provide all basketballs, volleyballs, and nets. The District shall provide wall hooks and basketball hoops. Small-scale side hoops are not to be used by adults. No other school equipment will be used by Lessee unless provided for specifically in the Rental Agreement.
- c. Outside doors shall be kept closed. Due to fire regulations, entrance doors shall remain unlocked during rental use. It will be the responsibility of the Lessee to control the entrance to the gym and also to notify the District's building representative when Lessee leaves.
- d. No District shower facilities shall be used unless specifically provided for in the Rental Agreement.
- e. Indoor sports (soccer, lacrosse, field hockey, etc.) practice may be allowed with Nerf balls, mini (felt) balls or the tennis-type balls as approved by the District's Office of Facility Rentals.
- f. Climbing walls are prohibited for use by any outside Lessee or organization.
- g. No tape and/or markers are permitted on Gymnasium floors.

9. Pools

- a. All requests for pool usage are subject to meeting with and approval of Pool Manager or designee.
- b. Pool areas shall be vacated by nine-forty-five (9:45) P.M.
- c. The maximum number of swimmers allowed in ~~the~~ a pool at any given time is two-hundred (200). The District retains the discretion to limit the number of swimmers as needed.
- d. The Pool Manager or certified lifeguard must be in attendance at all times, with an additional certified lifeguard for each twenty-five (25) swimmers. The Lessee must provide certified lifeguards at their own expense. Lessee may contract with the District to provide a Pool Manager or certified lifeguard, and charges will be assessed at the current fee schedule rate for such personnel.
- e. Lessee is responsible for the supervision of all areas, including locker rooms.
- f. Normal pool maintenance and water purification will have first priority over community usage. The Pool Manager will determine time required for such operations and will provide notification to Lessee as needed.

- g. All posted pool regulations are to be strictly enforced by Lessee.
- h. When scuba equipment is used, personal showers are required as well as rinsing of all scuba gear prior to pool entry.
- i. Any kayak, canoe, or boat used will be padded and approved by the Pool Manager. The Pool Manager will inspect the pool before and after use and report any damage which shall be the responsibility of Lessee.
- j. All swimmers must supply their own towels and must conduct themselves in a safe and responsible manner at all times.
- k. Additional equipment, such as lane ropes, starting blocks, sound system, backstroke flags, office area, and/or electronic timers, must be approved by the Pool Manager, and provided for specifically in the Rental Agreement. Lessee agrees to payment of current fee schedule rates for such equipment usage.
- l. Lessee will review and adhere to the District's Facility Rental Best Practices: Pool Rentals.

10. Stutler Bowl and Legacy Stadium

- a. Lessee agrees to confine all spectators to grandstand area. Only participants are to be on the track or artificial turf area.
- b. Lessee agrees to limit the number of tickets distributed to the seating capacity of the grandstand area.
- c. No motorized vehicles will be allowed inside the stadium area, including the track and artificial turf.
- d. Lessee agrees to advertise and enforce the District's Regulation with regard to the prohibited use of tobacco and tobacco products on District property (Board Policy ADC). The chewing of gum by participants, officials, or others in the track and field area is also prohibited. Lessee agrees to payment of damages from violations of such usage.

(1). Shoe Restrictions:

- (a) Track - Only tennis shoes or track shoes with 1/4 inch spikes may be used on the track. Spikes will not be worn in the Press Box at any time.
- (b) Artificial Turf - Only tennis shoes, molded sole plastic cleated shoes or rubber cleated shoes are to be used. Note: No shoes with removable cleats of any kind are to be worn on the artificial turf.

11. Church and Religious Use

Facilities may be used for religious activities under the following conditions:

- a. Church services and religious activities must be conducted at times when school is not in session.
- b. Religious objects and symbols must be removed after each use.
- c. Facilities may be used by church sponsored groups for non-religious activities such as, but not limited to, youth athletics and social gatherings, and will be assessed as a category D type activity.

12. Agreement Amendments, Cancellations, and Revocations

- a. Authorization for use of buildings or facilities shall be subject to cancellation by the District for school activities or as determined by the District at any time (including, but not limited to, inclement weather and any state issued stay at home orders) at the District's sole discretion. Cancellation shall be made by notice to the Lessee at the earliest possible time.
- b. The Lessee must notify the Office of Facility Rental if the event is canceled or times are adjusted in writing at least two (2) business days prior to the first scheduled use date. For each adjustment, a \$5.00 fee will be assessed. Repeated and/or short notification of cancellations may result in denial of further requests for building/facility use.
- c. The District reserves the right to cancel building use permits should the space be needed for school or school-related activities. This privilege will be used only when necessary due to unavoidable circumstances. Attempts will be made to offer alternative space. The District may revoke building use at any time. When this occurs, appropriate financial adjustments will be made.
- d. In no cases will the \$35.00 nonrefundable charge be waived or canceled after it is appropriately assessed on any approved Rental Agreement.

13. Special Use

- a. Fees for any special requests not covered by the fee schedule will be determined by the Deputy Chief of Operations and the Office of Facility Rentals.

14. District Personnel Fee Schedule

A three (3) hour minimum will be assessed all activities that are required to have District personnel involvement. The rates below reflect the salary and benefit charges for each such personnel group. Employment of District personnel at any time the staff are not normally on duty will be charged at overtime rates as per the fee schedule below. Personnel charges will be rounded up to the next full hour. When Foodservice workers are required, arrangements for such personnel must be made directly with the District's

Foodservice Department, in coordination with this Regulation. The rates identified below are effective January 1, 2021.

	Overtime Rate	Holiday Rate
Custodial Personnel	\$35 per hour	\$100 per hour
Staff Supervisor	\$35 per hour	\$100 per hour
Security Personnel	\$35 per hour	\$100 per hour
Theater Manager	\$35 per hour	\$100 per hour
Theater Technician	\$20 per hour	\$40 per hour
Lifeguard	\$20 per hour	\$40 per hour
Stadium Manager	\$35 per hour	\$100 per hour
Field Manager	\$35 per hour	\$100 per hour
Pool Manager	\$35 per hour	\$100 per hour
Gym Manager	\$35 per hour	\$100 per hour
Other Needed Managers/Personnel	\$35 per hour	\$100 per hour

III. Facility and Equipment Fee Schedule

1. Facility Fees

A minimum of one (1) hour usage is required. Any fractions of an hour will be rounded up to the next full hour. (N/C = no charge; N/A = not available) The rates identified below are effective January 1, 2021. All indoor rentals will incur an additional Sanitation Fee of \$15/room to address safety and health concerns when a pandemic is occurring, including the 2020-2021 school year.

	Category <u>A</u>	Category <u>B</u>	Category <u>C</u>	Category <u>D</u>	Category <u>E</u>
<u>Classrooms</u> (each:)					
All Schools	N/C	N/C	\$15.60/hr	\$19.50/hr	\$39/hr
Classroom Mobiles	N/C	N/C	\$15.60/hr	\$26/hr	\$45.50/hr
School Hallway	N/C	N/C	\$15.60/hr	\$26/hr	\$45.50/hr
Lecture Center (HS)	N/C	N/C	\$23.40/hr	\$39/hr	\$78/hr
Band/Choral, including La Tronica Center	N/C	N/C	\$23.40/hr	\$39/hr	\$78/hr
Computer Room	N/C	N/C	\$15.60/hr	\$32.50/hr	\$54.60/hr
<u>Cafeteria/Cafetorium:</u>					
Elementary	N/C	N/C	\$23.40/hr	\$31.20/hr	\$46.80/hr
Middle School	N/C	N/C	\$31.20/hr	\$39/hr	\$54.60/hr



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High School <u>Gymnasiums:</u>	N/C	N/C	\$46.80/hr	\$54.60/hr	\$70.20/hr
Elementary	N/C	N/C	\$19.50/hr	\$39/hr	\$54.60/hr
Middle School	N/C	N/A	\$23.40/hr	\$54.60/hr	\$85.80/hr
High School	N/C	N/A	\$31.20/hr	\$78/hr	\$117/hr
Commons/Media	N/C	N/C	\$23.40/hr	\$31.20/hr	\$54.60/hr
Weightlifting Room	N/C	N/A	\$31.20/hr	\$46.80/hr	\$78/hr
Wrestling Room	N/C	N/A	\$23.40/hr	\$31.20/hr	\$62.40/hr
Home Ec. Room	N/C	N/C	\$23.40/hr	\$31.20/hr	\$62.40/hr
Foodservice Kitchen	N/A	N/A	\$39/hr	\$39/hr	\$65/hr
Pool Area	N/C	N/A	\$46.80/hr	\$78/hr	\$109.20/hr
<u>Theater:</u>					
Complete Stagehouse	N/C	\$26/hr	\$39/hr	\$117/hr	\$156/hr
Forestage/Auditorium	N/C	\$19.50/hr	\$23.40/hr	\$78/hr	\$117/hr

Rehearsals when using the complete stagehouse will be at one-half of the stated rates for such complete stagehouse. Lessee must have a full performance at the normal rates to qualify for the reduced rehearsal rates.

Grounds:

Track w/ seating	N/C	N/A	\$26/hr	\$32.50/hr	\$65/hr
Track w/o seating	N/C	N/A	\$13/hr	\$19.50/hr	\$32.50/hr
Football/soccer/lacrosse	N/C	N/A	\$13/hr	\$19.50/hr	\$32.50/hr
Baseball field	N/C	N/A	\$13/hr	\$19.50/hr	\$32.50/hr
Softball field	N/C	N/A	\$13/hr	\$19.50/hr	\$32.50/hr
Little league field	N/C	N/A	\$13/hr	\$19.50/hr	\$32.50/hr
Tennis courts	N/C	N/A	\$13/hr	\$19.50/hr	\$32.50/hr
Turf Fields	N/C	N/A	\$30/hr	\$40/hr	\$65/hr
Turf Fields w/ spectators*	N/C	N/A	\$40/hr	\$50/hr	\$80/hr

\*The presence of a District Field Manager is required. This cost will be assessed in accordance with the

personnel fee schedule provided above.

Parking Lots (all schools)	N/C	N/A	\$13/hr	\$19.50/hr	\$32.50/hr
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**Stutler Bowl & Legacy Stadium:**

Prior to 6:00 p.m.:

w/o spectators	N/C	\$26/hr	\$32.50/hr	\$97.50/hr	\$130/hr
with spectators	N/C	\$32.50/hr	\$39/hr	\$117/hr	\$195/hr

After 6:00 p.m.

(first/Additional hours)	N/C	\$78/\$19.50	\$130/32.50	\$260/\$65	\$390/\$130
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**2. Equipment Rates**

- a. Rates below are for the first day of use or fraction thereof. Second day rates are 1/2 of the rates stated below. Weekly rates are 3 times the rates stated below. Use of District personnel required to setup and/or takedown any of the equipment items below, will be assessed in accordance with the personnel fee schedule stated above. Equipment rates are applicable to all categories, except Category A.
  
- b. The computer room, weightlifting room, wrestling room, Home Ec. Room, and Foodservice Kitchen rental fee schedule above includes the usage of the room as normally equipped. Additional equipment needs will be assessed at the equipment rates stated below.

Microphones	\$10/each/use
Wireless microphones	\$15/each/use
Choral-risers	\$ 5/each/use
Onstage monitor speakers	\$10/each/use
Grand Piano	\$50/use
Studio Piano	\$35/use
Followspot	\$20/use
Lectern/Podium	\$ 5/use
Video projection (VCR, projector and screen)	\$50/use
DVD/VCR systems	\$35/use
TV systems	\$25/use
Computer systems	\$60/use
Electronic Timers and/or scoreboards and/or sound system	\$100/use
Lane ropes, starting blocks, sound system, etc. needed in Pool	\$10/use
Track equipment, including hurdles, pits, starting blocks*	\$20/use
Volleyball standards and nets	\$20/use

\*Additional fees may incur for storage removal and takedown of equipment, as determined by the personnel fee schedule.

**3. Special Theater Lighting:**

- a. To be arranged with the Theater manager and will be assessed at cost plus direct labor involved in setup and takedown.

Originally Adopted: June 13, 2005  
Last Revised: March 10, 2014  
Current Revision: November 9, 2020

LEGAL REFS.: C.R.S. § 18-8-407(2) (crime to sell, distribute or possess any controlled substances on or near school grounds or school vehicles)  
C.R.S. § 22-32-109(1)(bb) (board duty to prohibit use of tobacco products on school property and at school-sponsored activities)  
C.R.S. § 22-32-110(1)(f) (board power to rent or lease district property)  
C.R.S. § 24-10-101 et seq. (Colorado Governmental Immunity Act)  
C.R.S. § 24-34-601 (discrimination in places of public accommodation)  
C.R.S. § 24-34-602 (penalty and civil liability for unlawful discrimination)  
C.R.S. § 25-1.5-106(12)(b) (possession or use of medical marijuana in or on school grounds or in a school bus prohibited)  
C.R.S. § 25-14-103.5 (use of tobacco products on school property is prohibited)

CROSS REFS.: ADC, Tobacco-Free Schools  
BHA, Use of School District Name, Logo and/or Motto  
ECA, Security/Access to Buildings  
EDB, Maintenance and Control of Materials and Equipment  
JJA, JJAA, JJAB, Student Organizations  
KFA, Public Conduct on School Property  
KHC, Distribution/Posting of Promotional Material